

that twelve of these patients were apparently well in the minimum time of six months after operation. In two other cases, Japanese children, I have been unable to obtain reports since their discharge from the hospital, with all active symptoms relieved. At present writing, 14 months after operation, this patient is walking and apparently cured. In one case with a paraplegia of 22 months' duration, there is as yet no relief from paralysis eight months after operation. One case of paraplegia cleared up two months after operation and one year later is free from symptoms. There has been no mortality incident to the operation. One little patient died of miliary tuberculosis four months after operation. Another patient died on the fifth day; the pathologist reporting a stenosis of the duodenum and bile duct, with acute gastric dilatation. In none of these cases was there the slightest evidence of post-operative shock. One case operated ten months ago with dorsal disease, in which a secondary infection occurred from a sinus adjacent to the operative field, and in which a portion of the graft sequestered, is now entirely free from symptoms. At the same time, the transplant, which was a curved graft, was broken, and yet union occurred even in the presence of infection. It is in children that the post-operative treatment should be more protracted, and patients should be kept under constant observation and control. At the Children's Hospital, we find heliotherapy an invaluable adjunct to operative treatment. Six of the cases had been long and faithfully treated by conservative orthopedic measures for periods ranging from two to six years. As to the technic in children, it is not necessary to split the shafts of the spinous processes, which indeed in several of the cases was impossible, because of their extreme thinness. The tips may be split, and the periosteum stripped off the shaft, and the transplant firmly sutured as Ryerson has suggested. I believe it is because of the small size of the spinous processes in children that union is slower and less certain than in adults and that, therefore, recumbency for a greater length of time is essential.

In fifteen adult cases there has been no mortality due to operation. One patient, a desperate case, with extensive pulmonary involvement died six months later of a general tuberculosis. Two cases have been lost sight of, one of which was operated at the Los Angeles County Hospital before the Southern California Medical Society in December, 1914. Both patients were discharged from the hospital as cured. In the adult cases, the results have been particularly gratifying. In five cases with psoas abscesses, four have absorbed, and in the fifth case, operated one year ago with two psoas abscesses, there has been a gain in weight of thirty-eight pounds, a disappearance of one abscess,—a small mass the size of a walnut is all that remains of the other. The same patient, a young woman of thirty-four, is spending eight hours a day over a typewriter and when examined one week ago, gleefully announced that she had been dancing all winter. This same patient was paraplegic for three months in 1907 and treated with plaster and brace fixation for four years.

The early relief from pain and the sense of security, are quite noteworthy, and have been in my experience constant features. These adult cases are particularly attractive and I can think of no disadvantages that can be attributed to the operation. On the other hand, it is certainly a decided advantage, as Rugh points out, where, in the case of a wage earner such an operation "makes him again an independent instead of a dependent member of the community in at most a year's time." If no other argument were presented to justify operation in a case, this one alone would be sufficient.

Disadvantages commonly attributed to the operation are suppuration, loss of the graft, and increase of deformity. These disadvantages, I believe are the result of faulty technic. We can not always escape infection. The infection occurring, in my experience, has had no bearing on the final result of the operation. Any increase in deformity is due to too short a graft, which is entirely a matter of technic, or from an extension of the disease to the vertebrae beyond the graft.

Avoiding errors in technic the results in these operations will, I believe, favorably compare with those obtained under any other form of treatment of vertebral tuberculosis as yet devised.

THE PHYSICIAN'S RESPONSIBILITY TO LIFE INSURANCE.

By PHILIP KING BROWN, M. D., San Francisco.

Since the various aspects of a social insurance program are being thoroughly investigated in California and one of these aspects concerns the important relation of physicians to the movement, it seems fitting to present to the medical profession some light on the relation in which physicians now stand to insurance. Valuable as is the protection of any sort of insurance, and universal as should its application be, it is no stronger a protective factor than is its weakest part. Its funds must be economically and safely administered, its resources wisely invested, its business methods above criticism and the medical examinations of its clientele kept up to a high standard. The history of life insurance is marked by a large chapter of mismanagement, misappropriation and bad selection of risks. Regulation by law has been necessary to correct many of the conditions, with the result that a large number of the companies have had to go out of business. Those that remain in the field, either because they were well and honestly handled in the beginning, or because they are forced into recognized standards of administration by legislative regulation and commission supervision, are as a rule enormously prosperous organizations, able to purchase whatever they need for the successful administration of their business. The medical examination of their so-called applicants is one of the commodities that they have purchased in too many cases at a rate and of a kind that does not afford them the protection in a full knowledge of the risk they assume, that they have been obliged to provide in the business part of their affairs. Through the

effort of insurance companies to bolster up this protection without expense to them, an abuse has sprung up and been tolerated by the profession for years and it is to point out some phases of this abuse that the accompanying correspondence is published. It represents my correspondence with one company whose medical destinies are presided over by a man of high intelligence and the letters are published with his consent, although his name and the name of the company are withheld for the reason he gave, that the president "would go up in the air" at any suggestion of changing the medical fees much as he himself would like to do it. I have a collection of copies of my correspondence with numerous medical officials of a wide range of companies, for I have consistently taken the ground for many years that I outline in my letter, and have been willing to debate the subject with any of them who chose to take it up with me. While this correspondence does not represent all the light that might be thrown upon the matter of medical compensation by insurance companies, it points plainly to the fact that most of them are run under the principle that "money talks" in a commanding way, and the commands have been left too often to secure at the least possible price, some semblance of adequate medical protection. I do not wish to infer that the medical work done by all companies in examining their applicants is of a low grade or poorly paid. I am convinced that it is enormously influenced by unhealthy principles of commercialism and illustrates a fact which is likely to be called attention to very forcefully by the educational work being conducted through the efforts of the Life Extension Institute, that innumerable physical conditions of ultimate grave consequence are overlooked in their incipency by insurance examiners.

In the program for health insurance it must not be wondered at that medical men view with apprehension the entrance of private insurance companies into the field. We have the astonishing records in the State of California from the medical head of the state organization for handling the insurance under the workmen's accident compensation law, that the working men were better cared for before the law than they have been since. Even the charity cases in fairly well kept county hospitals, according to his statement, get better care than they do under doctors of private insurance companies. Nothing could testify more eloquently to the fact that cheap medicine is often poor medicine.

With the sincerest belief in a very extended social insurance legislative program I cannot but view with suspicion a continuance under present conditions of the relation of physicians to private insurance companies who are striving to be made a part of the program.

I am not criticising the men who accept salaried positions and insist upon adequate opportunity and resource for examination, for I think probably the best work is done by these men. The principle which seems to me wrong is the effort of insurance companies to buy at the cheapest possi-

ble rate the medical services which should be more essential than they are to proper business protection. Until the question has been more extensively brought forward and corrected by legislation, I cannot see that the commercial companies will be free from the danger of inviting growth of business at too great an ultimate cost. If this is true then insurance is costing the public more than it ought to because badly managed in regard to the medical protection afforded.

LIFE INSURANCE CO.

San Francisco, Cal., October 13, 1916.

Dear Doctor:

Sometime ago, in answer to an inquiry I made of you concerning a patient of yours who applied to this company for life insurance, you wrote me a reply which interested me very much and touched upon a subject which I had had in mind for some time; namely, that *when physicians are requested by life insurance companies for information concerning their patients, they should first receive assurance that the patient is willing that the physician should impart such information, and secondly, that the physician should be reimbursed for the information he has gained by his examination and treatment of the case.* With a view to taking these matters up seriously, may I ask your views on a few considerations relative to them?

In the first place, would you consider a confirmative answer by the applicant to a question on the examination blank sufficient authority for the physician who has formerly treated him to give the company data concerning his physical condition, or *do you think a signed statement to be transmitted to the physician is necessary?* Secondly, *what fee do you think would be adequate for the information solicited?*

In considering this fee, it must be said that the information asked for by the insurance company is a commodity in the possession of the physician for which he has already been paid by his patient. Therefore, if the patient consents, this commodity may be transferred to a company without any loss to the physician. If this is true, an adequate fee for imparting this information would be one which would simply recompense the physician for the time and trouble it took him in looking up the information and forwarding it and not for the skill or time it took him in acquiring it.

In the interest of a cordial relationship between the medical profession and the life insurance business, I have no doubt that you will be willing to express yourself in regard to the above.

With very kind personal regards, I remain,

Very truly yours,

.....
Medical Director.

October 24, 1916.

Medical Director,

Life Insurance Company,
San Francisco.

Dear Doctor:

I have received your letter of October 13th, and believing that you seriously wish to meet the problems presented by my original letter to you I will endeavor to answer your questions.

To your first question, which is whether an affirmative answer to the printed question on an application blank filled out for the insurance company requesting permission to apply for data to the applicant's physician is sufficient to warrant the latter in giving to the company information regarding the applicant, I answer unqualifiedly "no."

No one would pretend that a physician is authorized under any circumstances to give such information without the consent of the patient, and I consider that such consent on the part of the patient ought to be expressed *to the physician* in order to justify him in giving out the information. I also think that the physician for his own protection ought to have such consent on the part of the patient expressed in writing.

One thing to be remembered is that frequently, for the purpose of getting rid of the importunities of a too persistent life insurance agent, a patient adopts the expedient of referring to his family physician for data as to his condition. The physician, in the absence of any direct request to him from the patient is certainly justified in doubting whether the patient really desires that the information in question shall be disclosed.

I have repeatedly been asked over the telephone by insurance physicians to give a statement about a patient's health from my knowledge of conditions several years before. In my opinion such an offhand request deserves no consideration. The physician's reply, unless he consults his records, must necessarily be a matter of memory, and to ask him to stop his work and hunt up his records is an impertinence of which probably no one would be guilty if it were not for the facilities afforded by the telephone. I consider that a physician has no business to retail the private affairs of his patients over the telephone.

Assuming that the consent of the patient to the giving of information by the physician has been unequivocally expressed, the physician's report to the insurance company ought to be in writing, and in order to be of any real value ought to be a properly formulated, detailed statement of all his previous examinations of the patient. There can be no doubt that the course so frequently adopted of applying to the family physician for a verbal report, either by personal interview or over the telephone, has at least occasionally been adopted in hope that the physician will gloss over doubtful conditions, and that a clean bill of health from him may lead to an acceptance by the company of the risk which otherwise would be rejected. I know from my own experience that it has happened before now that unscrupulous agents have

even asked the physician to modify his report in order to facilitate the issuance of a policy. I know of one recent case in which a man with an aortic regurgitation of twenty years' standing, with distinct anginal pains, obtained from a well known company a policy of \$25,000. It is inconceivable that this could have happened if the family physician had been consulted and had given a detailed report such as I have indicated. Whether this was a case of bad medicine or bad morals I am unable to say.

Your second question is, what fee I think would be adequate for the information solicited? To answer that question with precision is only in a slight degree less difficult than it would be to answer the stock question, "How long is a piece of string?"

I feel very strongly that the assumption upon which many insurance companies seem to act, to the effect that they have a right to obtain gratuitous information from the family physician of an applicant for insurance, is wholly unwarranted. I also feel that a little reflection will convince you that your own suggestion to the effect that the information asked for by an insurance company under the supposed circumstances is a commodity in the possession of the physician for which he has already been paid by his patient, and for that reason he ought not to charge any more than enough to compensate him for the time and trouble of consulting his records and forwarding the information contained therein, is essentially fallacious.

Such a suggestion might be appropriate, if the question were one of applying to a carpenter for certain measurements, the making of which had already been fully paid for, but it is wholly inappropriate as applied to the opinion of an architect or civil engineer with regard to the best method of dealing with a problem of the kind which are dealt with by men of those professions. If it were true that the information which a physician is able to furnish is merely a commodity in his possession for which he has already been paid, it would seem that all that is necessary is for the insurance company to apply to the patient for the information in question, which presumably will have been furnished to the patient at the time when he is supposed to have paid for it. If the idea is that the physician is merely called upon to state whether the patient is telling the truth or not about his own condition any physician would certainly be justified in refusing to be bothered by any such impertinent request.

A physician who is called upon with the consent of the patient is in very much the same condition as a lawyer who, after having reported upon the title to a piece of land, is asked to report to some other person with regard to the same land. It has never been supposed under such circumstances that the mere fact that the work devolving upon such lawyer in preparing his second report has been facilitated by the work already done by him in preparing his first report ought

to affect in any way the amount which he is entitled to charge for making his second report.

In my opinion the fee which a physician is entitled to charge for furnishing a report in regard to the physical condition of a patient is somewhat in proportion to the amount of the insurance sought as well as to the medical complications of the particular case. It is obvious that the responsibility assumed by him in expressing a written opinion upon which will depend a transaction involving \$50,000 is much greater than the responsibility which he assumes if the amount involved is only \$5,000.

There is a distinct difference between a formal written opinion and a casual statement to a patient with regard to his condition. Not only is there obviously a greater amount of work and care involved in the preparation of a written opinion, but also the opinion itself when prepared deserves and receives greater consideration and weight than if it were merely a verbal statement of conclusions. For both of these reasons a physician is entitled to a higher compensation for a detailed written report to an insurance company than he would normally charge to his patient for a verbal expression of opinion.

There is also a great difference of weight attributable to an opinion based upon an examination which perhaps was made a long time before and of which only a meagre record was kept, and an opinion based upon the fullest possible records. My own experience has been in all cases which I have been called upon to examine to get all the ascertainable facts, including the results of X-ray photographs, laboratory aids, and so forth, and having done so to preserve complete records thereof for future reference. I think you will agree that a written opinion based upon the records of a series of past examinations may at times have even more importance than that which attaches to the ordinary examination of the applicant by the insurance company's physician.

When the amount of insurance sought by an applicant is high it is proper for the company to require, and some companies do require, not one, but several examinations of the applicant. It is also eminently proper that the company should in such cases take especial pains to ascertain the applicant's medical history. But it is also proper that for the increased protection secured through obtaining the applicant's medical history from those who are in a position to furnish it, the insurance company should pay in proportion to the value of the protection so secured.

The assumption on the part of insurance companies that for some unexplained reason they are entitled to obtain such information gratuitously or at a nominal expense, is particularly unwarranted in view of the exorbitant prices which they willingly and cheerfully incur for the purpose of obtaining new business. If the managing officers of insurance companies were half as solicitous about securing for those whose interests are committed to their care adequate protection against the assumption of improper risks as they are about in-

creasing the amount of outstanding business, they would never begrudge the payment of an adequate compensation for the kind of information which is indispensable for proper protection. The fact is, that one of the crying evils about the business of life insurance in America is that the getting of new business is compensated out of all proportion to the work done, whereas the far more important work of protecting the company and its stockholders against the taking of improper risks receives altogether too little compensation.

Government regulation of insurance companies was absolutely necessary before they became in any way the benefit to humanity that they pretended to be and now are when their funds are honorably and wisely administered. There remains even now one form of security and protection of their policy holders in more extended medical investigation of risks that they are not ready to pay for though still lavishly spending for exaggerated increase in their business.

Very truly yours,

PHILIP KING BROWN.

THE USE OF PURE CARBOLIC ACID IN SELECTED CASES OF CHRONIC MIDDLE EAR SUPPURATION.*

By G. W. WALKER, M. D., Stockton.

The use of pure carbolic acid in the treatment of certain selected cases of chronic suppurative ear affections, came into my mind because of my having been enthusiastic in the use of it in suppurations in, and about joints, and pus pockets of any part of the body, when in general practice before I limited my practice to a specialty.

Phelps of New York,¹ in 1900 described the use of pure carbolic acid in joint suppurations. My use of it in general practice came from his description. He applied it to the walls of a cavity from which the pus had been evacuated, and followed it in two minutes by absolute alcohol to check the action of the phenol.

In treating chronic ear suppurations, of course, first: The cause for ear trouble existing in the nose or throat, must be most carefully corrected and careful cleansing of the external canal done, that no obstruction to the pus escape be left; in fact, the usual care necessary there should be given—that I will not delineate now, but proceed to describe a method of using pure carbolic acid, not heretofore described in existing literature, on treatment of chronic ear suppuration, so far as I could find. In many cases we have felt called upon to advise mastoid operation, but patients have been reluctant to consent to it.

In a certain class of cases of suppuration, where sequestra exist, or where large masses of caseation or cholesteatoma are present in inaccessible localities, I do not have hope of stopping suppuration by this method, but we can always use this treatment whether we can get consent for operating or not, and in many instances, successfully, that looked like only surgical cases before. In my first case, in which I used it, the patient, a man fifty-two years

* Read before the annual meeting of the California State Medical Society, Fresno, Cal., April 20th, 1916.